

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

PLEASE TAKE NOTICE that upon the annexed affirmation of Nicole DiStasio, an associate of the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper (“Movant”) will move this Court as set forth below:

JUDGE: HON. Alan S. Trust

RETURN DATE & TIME: November 21, 2019 at 10:30 AM

COURTHOUSE: United States Bankruptcy Court
Alfonse M. D'Amato U.S. Courthouse
290 Federal Plaza
Central Islip, NY 11722

RELIEF REQUESTED: The proposed order will seek to vacate the automatic stay imposed by 11 U.S.C. § 362(a) against subject property generally described as 89 Delaware Avenue, Freeport, NY 11520, pursuant to 11 U.S.C. § 362(d)(1) based upon the total debt due to Movant, resulting in Movant's lack of adequate protection with regard to the subject property.

PLEASE TAKE FURTHER NOTICE, that answering affidavits, if any, to the relief requested, must be served upon and received by Shapiro, DiCaro & Barak, LLC at their offices at 175 Mile Crossing Boulevard, Rochester, NY 14624 and filed with the Clerk of the United States Bankruptcy Court for the Eastern District of New York at United States Bankruptcy Court, Alfonse M. D'Amato U.S. Courthouse, 290 Federal Plaza, Central Islip, NY 11722 no later than seven (7) days prior to the return date of this motion.

Dated: October 14, 2019
Rochester, New York

/s/ *Nicole DiStasio*

Nicole DiStasio
Bankruptcy Attorney
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr.
Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
Fax: (585) 247-7380

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS NOTICE IS REQUIRED BY THE PROVISIONS OF THE FAIR DEBT COLLECTIONS PRACTICES ACT AND DOES NOT IMPLY THAT WE ARE ATTEMPTING TO COLLECT MONEY FROM ANYONE WHO HAS DISCHARGED THE DEBT UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

TO: SERVICE LIST

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

**AFFIRMATION IN SUPPORT OF
ENTRY OF AN ORDER GRANTING
RELIEF FROM THE AUTOMATIC STAY**

Nicole DiStasio, an attorney at law duly admitted to practice before the Courts of the State of New York and the U.S. District Court for the Eastern District of New York, hereby affirms the following to be true under penalty of perjury:

1. I am an associate with the law firm of Shapiro, DiCaro & Barak, LLC, attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper (“Movant”), a secured creditor of Susan Davy-Membreno aka Susan Davy (“Debtor”), Virginia A. Davy (non-filing “Co-Borrower”) and Alexander Membreno (non-filing “Co-Borrower”). As such, I am fully familiar with the facts and circumstances of this case.
2. I make this Affirmation in support of the within request for an Order Granting Relief from the automatic stay, for cause, pursuant to 11 U.S.C. § 362(d)(1) and (2).
3. Jurisdiction is conferred on this Court by the provisions of 28 U.S.C. § 1334. This is a proceeding to terminate and annul the automatic stay and is therefore a “core” proceeding within the meaning of 28 U.S.C. § 157(b)(2).
4. Movant is a Secured Creditor of Debtor pursuant to a consolidated note executed by Susan Davy, Virginia A. Davy and Alexander Membreno on August 25, 2005, whereby Susan

Davy, Virginia A. Davy and Alexander Membreño promised to repay the principal amount of \$297,500.00 plus interest to CitiMortgage, Inc. (the “Consolidated Note”). To secure the repayment of the Consolidated Note, Susan Davy, Alexander Membreño and Virginia A. Davy executed a mortgage in favor of CitiMortgage, Inc.(the “Consolidated Mortgage”), which was duly recorded as part of a Correction Consolidation Extension and Modification Agreement in the Nassau County Clerk’s Office on March 13, 2006 in Liber Book: M 30202, page 266 (the “Consolidation Agreement”, the Consolidation Agreement, Consolidated Note and Consolidated Mortgage, collectively, as the “Loan”), encumbering real property located at 89 Delaware Avenue, Freeport, NY 11520 (the “Property”). The Mortgage was transferred from CitiMortgage, Inc. to Federal National Mortgage Association, and said transfer was memorialized by an Assignment of Mortgage executed on February 28, 2014 and recorded March 31, 2014 at Liber Book: M 39599, page 189 (the “First Assignment of Mortgage”). The Mortgage was subsequently transferred to Nationstar Mortgage LLC d/b/a Mr. Cooper, and said transfer was memorialized by an Assignment of Mortgage executed on October 3, 2019 (the “Final Assignment of Mortgage”). A copy of the Consolidation Agreement, including the Consolidated Note and Consolidated Mortgage and Assignments of Mortgage are annexed hereto as **Exhibit “A”**.

5. Upon information and belief, the Debtor herein own(s) the Property.
6. Debtor filed a petition for relief under Chapter 7 of the U.S. Bankruptcy Code on or about June 10, 2019.
7. According to the Debtor’s Statement of Intention, the Debtor intends to surrender the property. A copy of the Debtor’s Chapter 7 Statement of Intentions is annexed hereto as **Exhibit “B”**

8. The Mortgage was in default on the day the Debtor filed this bankruptcy. Based upon said default, Movant initiated foreclosure proceedings in the Supreme Court of the State of New York, County of Nassau, under index number 13-007822. A Summons and Complaint were filed on June 27, 2013. Copies of the Summons and Complaint are annexed hereto as **Exhibit “C”**. The filing of the instant bankruptcy stayed said action.

9. Debtor and Co-Borrowers have failed to make mortgage payments due to Movant under the terms of the Loan. As a result, the Mortgage remains due for the January 1, 2012 payment and each subsequent payment thereafter.

10. The amount of delinquency due as of September 5, 2019 under the Mortgage is as follows:

90 Defaulted Monthly Payments at \$2,952.22 each (January 2012 through June 2019)	\$265,699.80
3 Defaulted Monthly Payments at \$3,877.82 each (July 2019 through September 2019)	\$11,633.46
Fees & Costs Due (Lump Sum)	\$6,206.24
Total Delinquencies	\$283,539.50

11. A copy of the Relief from Stay-Real Estate and Cooperative Apartments (“Affidavit”) is annexed hereto as **Exhibit “D”**.

12. Moreover, in view of the total debt due to Movant and in light of the Debtor’s failure to make payments, Movant is no longer adequately protected. The automatic stay must be vacated for cause pursuant to 11 U.S.C. § 362(d)(1).

13. As set forth in the Affidavit, as of September 5, 2019, the approximate debt due and owing to Movant equals \$499,345.10. The debt is accruing interest at a rate of 4.875% per annum.

14. Based upon the Debtor's Schedule D, the Property has an estimated fair value of approximately \$536,000.00. A copy of Debtor's Schedule D is annexed hereto as **Exhibit "E"**. As indicated in paragraph 13 herein above, the total debt to Movant equals \$499,345.10.

15. Movant, according to the laws of the State of New York and the terms and conditions of the Mortgage, desires to continue and/or commence foreclosure proceedings with respect to the Property.

16. The Debtor, Co-Borrowers, Debtor's Attorney, the Chapter 7 Trustee and the Office of the United States Trustee have each been duly served with the within Notice of Motion, Affirmation, Exhibits and proposed Order Vacating Stay, as more fully set forth in the annexed affidavit of mailing.

17. No prior application has been made for the relief requested herein.

18. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

WHEREFORE, Movant respectfully requests an Order of this Court vacating the automatic stay for cause pursuant to 11 U.S.C. § 362(d)(1) as to the aforementioned Property; allowing Movant, its agents, assigns or successors in interest, leave to exercise its rights pursuant to the Note and Mortgage including but not limited to foreclose the Mortgage secured by the subject Property; and for such other, further and different relief as to this Court may seem just, proper and equitable.

Dated: October 14, 2019
Rochester, New York

/s/ *Nicole DiStasio*

Nicole DiStasio
Bankruptcy Attorney
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr.
Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
Fax: (585) 247-7380

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR.

**ORDER GRANTING RELIEF FROM
THE AUTOMATIC STAY**

ON November 21, 2019, the Motion (the “Motion”) of Nationstar Mortgage LLC d/b/a Mr. Cooper, (“Movant”) dated October 14, 2019, came before the Court, for relief from the automatic stay with respect to the collateral known as 89 Delaware Avenue, Freeport, NY 11520. This Court, having considered the evidence presented and the argument of the parties, and with good cause appearing therefore, it is hereby

ORDERED that the automatic stay, effect pursuant to 11 U.S.C. § 362(a), is hereby terminated pursuant to 11 U.S.C. § 362(d) as to Movant, its agents, assigns or successors in interest, so that Movant, its agents, assigns or successors in interest, may take any and all actions under applicable state law to exercise its remedies against the premises known as 89 Delaware Avenue, Freeport, NY 11520, and it is further

ORDERED that the Chapter 7 Trustee shall be served with a copy of the referee’s report of sale within (30) days of the report [if applicable], and shall be noticed with any surplus monies realized from the sale of the Collateral, and it is further

ORDERED, that all other relief sought in the Motion is denied

Exhibit “A”

CONSOLIDATED NOTE

This Note amends and restates in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

August 25, 2005
[Date]

Garden City

[City]

New York

[State]

89 DELAWARE AVE, FREEPORT, NY 11520

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 297,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CitiMortgage, Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the first day of each month beginning on October, 2005, I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1000 Technology Drive, O' Fallon, MO 63304 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,574.39

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

NEW YORK FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Amended for NY Consolidated Note

000-650N(NY) 00121 Form 3233 1/01

VMP/MS/2005 Edition (Rev. 8/22/12)

Page 1 of 3

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3. LOAN CHARGES

3. **CHARGES**
If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

(A) Late Charge for Overdue Payments
If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2,000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the Interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(B) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

7. GIVING NOTICE
Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

9. WAIVERS I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Digitized by srujanika@gmail.com

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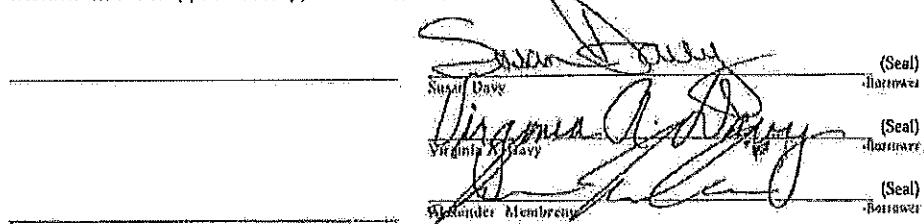
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

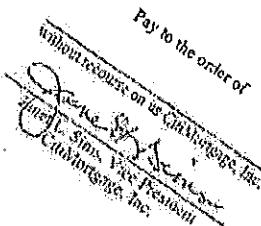
Lender may require immediate payment in full of all sums Secured by this Security Instrument if all or any part of the Property, or if my right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



The image shows three handwritten signatures and three corresponding seals. The top signature is over a horizontal line and is labeled '(Seal) Borrower'. The middle signature is over a horizontal line and is labeled '(Seal) Borrower'. The bottom signature is over a horizontal line and is labeled '(Seal) Borrower'. Between the top and middle signatures, there is a handwritten note: 'Signed Day of' followed by a date, and 'Virginia A. Navy' written below it. To the left of the bottom signature, it says 'Alexander Members'.



[Sign Original Only]



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 03-13-2006

Record and Return To:

Recorded Time: 2:28:01 P

CITIMORTGAGE INC
ATTN: DOCUMENT COLLECTION

Libér Book: M 30262
Pages From: 266
To: 296

PO BOX 790021 MS 321

ST LOUIS, MO 63179-0021

Control
Number: 1803
Ref #: CW 104028
Doc Type: M08 MORTGAGE AGREEMENT

Refers to: Book: M 29402 Page: 450

Location: Section Block Lot Unit
HEMPSTEAD (2820) 0054 00458-00 00030

AAR001

Taxes Total	.00
Recording Totals	130.00
Total Payment	130.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK

[Redacted]

Return To:
CHI Mortgage, Inc.
Attn: Document Processing
P.O. Box 790021
St. Louis, MO 63179-0021

Prepared By:
CHI Mortgage, Inc.
100 Galleria Office Park
Suite 300
Southfield, MI 48034

[Space Above This Line For Recording Data]

CORRECTION CONSOLIDATION EXTENSION AND MODIFICATION AGREEMENT

DATED AUGUST 25, 2005 RECORDED ON SEPTEMBER 16, 2005 IN *Massac County*
IN LIBER 19402 PAGE 450 CORRECTION MADE ON AGREEMENT TO INCLUDE
ADDITIONAL SIGNATURE AGREEMENT

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Agreement" This document, which is dated March 3, 2005 and exhibits and riders attached to this document will be called the "Agreement".
(B) "Borrower," Sarah Drey, Subject to a Life Estate of Virginia A. Drey
54
458
30
will be called "Borrower" and sometimes "I" or "me." Borrower's address is 49 Delaware Ave.,
Freeport, NY 11520
(C) "Lender," CHI Mortgage, Inc.
will be called "Lender" and sometimes "Note Holder." Lender is a corporation or association which exists
under the laws of New York. Lender's address is 1000 Technology Drive, 10th Floor, MO 63161-2240
(D) "Mortgagor." The mortgagor, deeds of trust, or other security instruments and any additional
security instruments and related instruments (such as assignments, waivers, modifications, or
consolidations of obligations) identified in Exhibit A to this Agreement will be called the "Mortgagor."
(E) "Note Holder." Lender or anyone who succeeds to Lender's rights under this Agreement and
who is entitled to receive the payment of extra or make under this Agreement may be called the "Note
Holder."
(F) "Notes." The Notes which are identified in Exhibit A to this Agreement, and which are secured
by the Mortgagor, will be called the "Notes."

NEW YORK CONSOLIDATION, EXTENSION, AND MODIFICATION AGREEMENT - Single Family - Form 3172 1/01
Parole New York City Uniform Instrument
(Rev. 8/01)

REGULAR SIGNATURE
Date 10/1/2005

SD

WE HEREBY CERTIFY THAT

CHI Mortgage, Inc. 611

(G) "Property." The property which is described in the Mortgage(s), and in Exhibit B (Property Description) to this Agreement, will be called the "Property." The Property is located at:
69 DELAWARE AVE
(Suite)

FREEPORT
NY

Manhattan
County

NY 11526

Block and Lot Code:

I promise and I agree with Lender as follows:

I. BORROWER'S AGREEMENT ABOUT OBLIGATION UNDER THE NOTES AND MORTGAGES

I agree to take away all of the obligations under the Notes and Mortgages as consolidated and modified by this Agreement (Exhibit A). This means that I will keep all of the promises and agreements made in the Notes and Mortgages even if some other person makes those promises and agreements before me. The total unpaid principal balance of the Notes is U.S. \$ 277,500.00 of this amount,

was advanced to me (or for my account) immediately prior to this consolidation.

II. AGREEMENT TO COMBINE NOTES AND MORTGAGES

(A) By signing this Agreement, Lender and I am combining into one set of rights and obligations all of the promises and agreements made in the Notes and Mortgages, including any other agreements which combined, modified, or replaced rights and obligations under any of the Notes and Mortgages. This means that all of Lender's rights in the Property are consolidated to that name the true Lender has no recourse and I have one loan obligation which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation".

(B) In the event that Exhibit A indicates that all of the Notes and Mortgages have already been consolidated by a previous agreement, then Lender and I agree to change the terms of Section II, paragraph (A) of this Agreement to the following:

Lender and I agree that all of the promises and agreements stated in the Notes and Mortgages, including any other agreements which combined, modified, or replaced the Notes and Mortgages, have been combined into one set of rights and obligations for my liability agreement which is referred to in Exhibit A. This means that all of the Lender's rights in the Property have already been consolidated to that name the true Lender already has one mortgage and I have not had obligations which I will pay as provided in this Agreement. The combining of notes and mortgages is known as a "Consolidation".

III. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED NOTE

Lender and I agree that the terms of my Note are changed and revised to be the terms of the "Consolidated Note" which is attached to this Agreement as Exhibit C. The Consolidated Note contains the terms and conditions for the amount that I owe to Note Holder. I agree to pay the amounts due under the Note in accordance with the terms of the Consolidated Note. The Consolidated Note will supersede all terms, covenants, and provisions of the Note.

IV. AGREEMENT TO CHANGE TERMS OF THE CONSOLIDATED MORTGAGE

Lender and I agree that the terms of the Mortgages are changed and revised to be the terms of the "Consolidated Mortgage" which is attached to this Agreement as Exhibit D. The Consolidated Mortgage states the Consolidated Note and will continue in law a title like title to the Property. I agree to be bound by the terms of both the Consolidated Mortgage which will supersede all terms, covenants, and provisions of the Mortgages.

DATE: 10/14/2019 (mm/dd/yy)

Page 2 of 2

VAO / Date 10/12/2019
Signature 10/14/2019

V. NO SET-OFF, DEFENSES

I agree that I have no right of set-off or counterclaim, or any defense to the obligations of the Consolidated Note or the Consolidated Mortgage.

VI. BORROWER'S INTEREST IN THE PROPERTY

I promise that I am the lawful owner occupying the Property and that I have the right to consolidate, modify, and extend the Notes and Mortgage.

VII. WRITTEN TERMINATION OR CHANGE OF THIS AGREEMENT

This Agreement may not be terminated, changed, or amended except by a written agreement signed by the party whose rights or obligations are being changed by the agreement.

VIII. OBLIGATIONS OF BORROWER AND OF TENANTS TAKING OVER BORROWER'S OR LENDER'S RIGHTS OR OBLIGATIONS

If more than one person signs this Agreement as Borrower, each of us is fully and personally obligated to keep all of Borrower's rights and obligations contained in this Agreement. The Note Holder may enforce its rights under this Agreement against each of us individually or against all of us together.

The terms of the Consolidated Note and the Consolidated Mortgage may not allow any person to take over my rights or obligations under this Agreement. Lender and I agree that if my person is entitled to take over my rights and obligations under this Agreement, that person will have all of my rights and will be obligated to keep all of my promises and agreements made in this Agreement. Similarly, any person who takes over Lender's rights or obligations under this Agreement will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Agreement.

IX. LENDER LAW

I will receive all amounts due to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (A) hold all amounts which I receive and which I have a right to receive from Lender under the Consolidated Note as a "trust fund"; and (B) use those amounts to pay for "costs of improvement" (as defined in the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" serves that the any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section IX.

X. TYPE OF PROPERTY

Check boxes as applicable.

This Agreement covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six (6) residential dwelling units with each dwelling unit having its own separate cooking facilities.

This Agreement covers real property improved, or to be improved, by one (1) or two (2) family dwelling.

This Agreement does not cover real property improved as described above.

By signing this Agreement, Landor and I agree to all of the above.

OldMortgage, Inc.
By: William Mason

Sarah Davis (Sear)
Sarah Davis
Virginia Davis (Sear)
Alexander Membrino

STATE OF New York)

IS:

COUNTY OF Nassau)

On March 3, 2006, before me, the undersigned, personally appeared **SUSAN DAVY, VIRGINIA A. DAVY AND ALEXANDER MEMBRENO** personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities and that by his/her/their signatures on the instrument, the individuals, or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

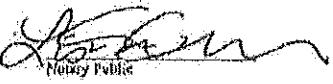
LISA M. WENCHELL
NOTARY PUBLIC, STATE OF NEW YORK
No. 0114004138
Qualified in Nassau County
Commission Exp. September 16, 2012

STATE OF New York)

IS:

COUNTY OF Nassau)

On March 3, 2006, before me, the undersigned, personally appeared **WILLIAM MASON**, for Client (goes) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

LISA M. WENCHELL
NOTARY PUBLIC, STATE OF NEW YORK
No. 0114004138
Qualified in Nassau County
Commission Exp. September 16, 2012

Tax Map Information:

Block 00000000000000000000

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Form 1173-1181 (Rev. 8/01)
GSA FPMR (41 CFR) 101-11.6

EXHIBIT A

(1) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated AUGUST 25th, 2005, in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$67,559.08. This Mortgage is on a *Finals Mort Freddie Mac Security Instrument* and was recorded on [REDACTED] [Date of] or (will be recorded together with this Agreement) (Strike and complete as appropriate.) At this date, the unpaid principal balance secured by this Mortgage is U.S. \$67,559.08 (Strike if not applicable). This mortgage secures a Note dated AUGUST 25th, 2005.

(2) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated MAY 24th, 2004 in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$150,000.00. This Mortgage is on a *Finals Mort Freddie Mac Security Instrument* and was recorded on JUNE 30th, 2004 in the OFFICE OF THE COUNTY CLERK, NASSAU COUNTY, STATE OF NEW YORK at Liber/Recd 27095 Page 309. This Mortgage secures a Note dated MAY 24th, 2004. The Mortgage tax of \$1,975.00 was duly paid.

(3) The Mortgage given by SUSAN DAVY AND VIRGINIA A. DAVY and dated MAY 5th, 2005 in favor of CITIMORTGAGE, INC., securing the original principal amount of U.S. \$81,227.37. This Mortgage is on a *Finals Mort Freddie Mac Security Instrument* and was recorded on MAY 20th, 2005 in the OFFICE OF THE COUNTY CLERK, NASSAU COUNTY, STATE OF NEW YORK at Liber/Recd 28854 Page 653. This Mortgage secures a Note dated MAY 5th, 2005. The Mortgage tax of \$790.27 was duly paid.

(4) The Mortgage(s) in Liber/Recd 27095 Page 309 and Liber/Recd 28854 Page 653 were consolidated by CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT dated MAY 5th, 2005 and recorded on MAY 24th, 2005 in Liber 28854 at Page 672 with CITIMORTGAGE, INC. to form a single loan in the amount of \$230,000.00. At this date the unpaid principal balance secured by this mortgage is U.S. \$229,540.97.

and dated _____	in favor of _____
paying the principal and interest of U.S.A.	
<u>12½% Mortgate was recorded in the</u>	<u>Subdiv. of New York, N.Y.</u>
<u>At the date the last unpaid principal balance secured by this Mortgage is U.S.</u>	<u>12½% Mortgate was recorded in the</u>
<u>12½% Mortgate was recorded in the</u>	<u>Subdiv. of New York, N.Y.</u>
by the agent of Mortgage holder	
<input type="checkbox"/> and recorded in	in the
of _____	State of New York, N.Y.

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Page 747

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190 Form 8172 (1981 rev. 3/81)
California 132-1186

INTERPRETATIONS

The following interpretations apply if this Agreement is used in a consolidation, extension, or modification of a single family loan collateralized by personalty held by Plaintiff/Mortgagor/Predilex MTC.

- (1) All notes, security instruments, assignments, the most recent consolidation agreement and related agreements that modify, restructure, or extend prior outstanding obligations and which provide this Agreement may be filed in Exhibit A to this Agreement. The language in Exhibit A to this Agreement is only a sample and may be revised as appropriate.
If any new money is advanced, number (1) on Exhibit A should refer to both (a) the "Gap" Mortgage (i.e., the new money receipted indicated in (1) below), and (b) the "Gap" Note (i.e., new money note illustrated in (1) below).
- (2) The dates and periods of occupancy of the Property must be set forth in Exhibit B to this Agreement.
- (3) The Consolidated Note must be the current version of the applicable Single Family Plaintiff/Mortgagor/Predilex MTC Uniform Note (i.e., Forms 323, 3591, 3592, 3593, or 3514) with the following language inserted at the top of the document:
For Fixed Rate Notes:

CONSOLIDATED NOTE

This Note amends and replaces in its entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

For Adjustable Rate Notes: **CONSOLIDATED ADJUSTABLE RATE NOTE**

This Note amends and replaces in their entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

The Consolidated Note, with all blanks completed, and any applicable addendum or addenda, must be executed by the Borrower(s) with a copy of the executed Consolidated Note next to all other copies of Exhibit A. The copy of the original of the Consolidated Note (i.e., the consolidated principal amount, the monthly payment, and term period of the loan) must be attached to the original of the consolidated and recently executed (signed addendum) to the consolidated (addendum) must be set forth in the Consolidated Note. The dollar amount entered in the first blank in Section 1 of this Agreement for the consolidated principal amount of the Consolidated Note must be the same.

- (4) The Consolidated Mortgage must be the current version of the New York Single Family Plaintiff/Mortgagor/Predilex MTC Uniform Instrument (Form 3033). The Consolidated Mortgage, with all blanks completed, and any applicable addenda (such as an adjustable rate addendum), must be attached hereto as Exhibit D. The Consolidated Mortgage need not be signed by the Borrower(s). The dollar amount referred to in the first blank in Section 1 of this Agreement and the dollar amount referred to in the corresponding blank in the Consolidated Mortgage must be the same.
- (5) If new funds are advanced at the time of the consolidation and modification, evidenced by this Agreement, the new dollars must be evidenced by an addition of the new money note (the "Gap" Note), and an original of the Gap Note (mortgage (or assignment of mortgage) and the current Plaintiff/Mortgagor/Predilex MTC Uniform Note (Form 3033)). The original of the Gap Note must be the second blank in Section 1 of this Agreement and the dollar amount entered in the corresponding blank on the Gap Note and Gap Addendum must be the same. If no new funds are advanced at the time of the consolidation and modification, then the second blank in Section 1 of this Agreement should be zero. This note form will then become a part of the Consolidated Note and the Consolidated Mortgage. It is not necessary that the executed form of the new loan be set out in the Gap Note, except the terms in the Consolidated Note.

EXHIBIT "B"

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NEW YORK APP

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Schedule A Description

[REDACTED] Page 1

ALL that certain plot, place or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of Delaware Avenue, along the arc of a curve bearing to the left, having a radius of 845.18 feet, a distance of 50.59 feet;

RUNNING THENCE North 87 degrees 01 minutes 40 seconds West, 105.88 feet;

RUNNING THENCE North 8 degrees 14 minutes West, 60 feet;

RUNNING THENCE South 87 degrees 01 minutes 40 seconds East, 100.69 feet, to the Westerly side of Delaware Avenue at the point or place of BEGINNING.

Said premises also known as: 89 Delaware Avenue, Freeport, New York.

EXHIBIT "C"

CONSOLIDATED NOTE

This Note accords and relates in that entirety, and is given in substitution for, the Notes described in Exhibit A of the New York Consolidation, Extension, and Modification Agreement dated the same date as this Note.

August 25, 2003	Garden City	New York
[Date]	[City]	[State]

89 DELAWARE AVE, FREEPORT, NY 11520

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 292,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CHINMOR (Igape), Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the first day of each month beginning on October, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that may owe under this Note. Each monthly payment will be applied to its scheduled due date and will be applied to interest before Principal. If, on September 1, 2003, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments to 1000 Technology Drive, O'Fallon, MO 63364 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,574.39

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without incurring a Prepayment charge. The Note Holder will use my Prepayment to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest as the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no change in the due date or in the amount of my monthly payments unless the Note Holder agrees in writing to these changes.

THIS NOTE IS MADE PURSUANT TO THE NEW YORK UNIFORM INSTRUMENT ACT AND IS CONSIDERED A CONTRACT.

CHINMOR (Igape), Inc. Form 3235 10/00

For the Note Holder's signature

Pay to:

AM
VAD

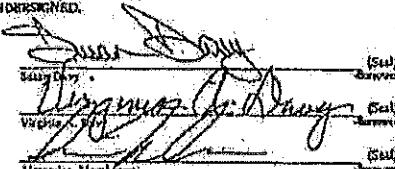
10. UNIFORM SECURITY NOTE

This Note is a uniform instrument with blanket verbiage in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), states the terms of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be entitled to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full if: (a) Taxes levied by this Security Instrument on it all or any part of the Property, or if my right in the Property, is sold or transferred without Lender's prior written permission; if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission; Lender will may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 10, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me to the number required by Section 10 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:


John D. Dugay Solely
Daryl M. Dugay Solely
Alexander Mankin Solely

[Sign Original Only]

EXHIBIT "D"

Re:ure To:
CitiMortgage, Inc.
Attn: Document Processing
P.O. Box 790001
St. Louis, MO 63179-0021
Prepared By:
CitiMortgage, Inc.
100 Gallatin Office Park
Bldg 300
Southfield, MI 48034

[Space Above This Line For Recording Data]

MORTGAGE [REDACTED]

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Stately Hatchetman." This document, which is dated August 25, 2005, together with all others to this document, will be called the "Security Instrument."
(B) "Borrower." Susan Davy, subject to a Lien Estate of Virginia A. Davy.

whose address is: 19 Delaware Ave., Prospect, NY 11570

consolidated will be called "Borrower" and sometimes simply "it" or "me".
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is registered as a nominee for Lender's successors and assigns. MERS is organized and exists under the laws of Delaware, and has an address and telephone number of P.O. Box 2020, Ft. Lauderdale, FL 33302-2020. IT IS THE RECORDING FOR PURPOSES OF RECORDING THIS MORTGAGE.
(D) "Lender." CitiMortgage, Inc.

will be called "Lender." Lender is a corporation or association which exists under the laws of New York. Lender's address is: 1000 Technology Drive, U. Fallon, MO 63368-2240

NEW YORK - ESTATE FAMILY - KARLIS MANTOVS MED UNIFORM INSTRUMENT WITH MERS

Page 1003 1/01

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Page 1 of 17

With Mortgagee's Acknowledgment

CitiMortgage 2005-01

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THIS PROPERTY

I mortgage, grant and convey the Property to MERS (henceforth referred to as Lender and Lender's successors in interest and its successors in interest subject to the terms of this Security Instrument). This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that are granted to Lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note (including, but not limited to, all renewals, extensions and modifications of the Note);
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, (A), if necessary to comply with law or custom, MERS (or someone for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender (including, but not limited to, releasing and canceling this Security Instrument).

DESCRIPTION OF THE PROPERTY

I give MERS (henceforth referred to as Lender and Lender's successors in interest) rights in the Property described in (A) through (C) below:

(A) The Property which is located at: 890 DELAWARE AVE

FREEPORT [Street]
[City, Town or Village], New York 11530
Lod. Code:
This Property is in: Nassau County. It has the following legal
descriptions: See Schedule "A" Attached Hereto And Made A Part Hereof

- (A) All buildings and other improvements that are located on the Property described in subsection (A) of this instrument;
- (B) All rights in other property that I have an interest in the Property described in subsection (A) of this instrument (hereinafter referred to as "improvements and improvements attached to the Property");
- (C) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this instrument;

(B) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B);
(C) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
(D) All representations of ownership to the Property described in subsections (D) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of, the Property described in subsection (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THIS PROPERTY AND BORROWER'S OBLIGATION TO SHARING OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLACEMENT OF SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements (as) vary by different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. Borrower's Promise to Pay: I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts due Borrower under Section 9 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) credit (b) money order, (c) certified check, bank check, trustee's check or cashier's check, draft upon an established U.S. bank if such are issued by a federal agency, banknote(s), or cashier(s) or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the post office required in the Note, or at post office location specified by Lender in Section 10 of this Security Instrument. Lender may reduce or discontinue payments if properly paid. If I do not pay the amount that is due due, if Lender makes a late payment, Lender may refuse to accept a letter payment that I may make in the future and does not waive my right to do so. Lender is not obligated to apply such late payments when it accepts such payments. If interest or principal remains due at all Periodic Payments and has been paid when due, then Lender need not pay interest on unpaid funds. Lender may hold such unpaid funds until I make payments to bring the Lien current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unpaid funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will reduce my future making payments due under the Note and this Security Instrument; or, by paying all of my other promises and agreements secured by this Security Instrument.

2. Application of Borrower's Payments and Insurance Proceeds. Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;
Next, to pay principal due under the Note;
Next, to pay amounts due under Section 9 of this Security Instrument;
Such amounts will be applied to each Periodic Payment in the order in which it became due;
Any remaining amount will be applied as follows:
First, to pay any late charges;
Next, to pay any other amounts due under this Security Instrument; and
Next, to reduce the principal balance of the Note.

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If Lender receives a payment from me for a Late Periodic Payment which includes a sufficient amount to pay my last charge due, the payment may be applied to the last Periodic Payment and the last charge, if any, due on one Periodic Payment is due. Lender may apply any payment received from me, first, to the repayment of the Periodic Payments that are due, if, and to the extent that, such payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to my last charge due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of pyrolysis, Reference Proceeds,

The Note will not exceed or postpone the due date of the Periodic Payments or change the amount of those Payments.

3. Monthly Payments For Taxes And Insurance.

4. Mortgagor's Obligations.

I will pay to Lender all amounts necessary to pay for taxes; assessments, water charges, sewer funds and other similar charges, flood insurance if any, and real or property insurance covering the Property, fire insurance if any, and any required Mortgage Insurance, or a Loss Reserve as specified in Section 10, in the plan of Mortgage Insurance. Each Periodic Payment will include an amount to cover all taxes and insurance as the following items are called "Sinking Items".

amount to be applied toward payment of the following items which are called "Fixtures Items":
(i) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to the Security Instrument as a Lien on the Property. Any claims, demands or charges that in funds related property become an obligation has not been

10. The household has no separate basis on the Property fit only

(3) The amount payable by present holder of the Property (if any);
(4) The amount for pay and all expenses required by Law as under Section 5 of this Security.

Animals:

(1) The premium for Mortgage Insurance (if any);
(2) The amount I may be required to pay Lender under Section 10 of this Security Instrument (including interest on any unpaid amount);

of the payment of the premiums for Mortgage insurance (if any); and (ii) it is entitled to receive the benefit of any Community Association (USA), Inc. fees and assessments.

(6) It is agreed by Lender, the Lender for any Community Associations, Inc., Inc., and Association, After signing the Note, or at any time during in term, Lender may include these amounts as Encroachment, The monthly payments I will make for Encroachment items will be based on Lender's valuation of that amount.

I will pay all of those amounts to Leader before I ever tell you, in writing, that I do not have to do so, or before Appellate Law requires otherwise. I will make those payments on the same day that my

Periodic Payments of principal and interest are due under the Note.

The amount I pay to Lender for accrued interest under this Section 3 will be called "Interest Funds." I will pay Lender the Interest Funds for December 2010 unless Lender waives my obligation to pay.

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I promise to promptly send to Lender any notices that I receive of Escrow item amounts to be paid. Lender will estimate from time to time the amount I will have to pay by using existing documents and bills and reasonable estimates of the amount I will have to pay for Escrow items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds in the time specified under RESPA. Applicable Law permits Lender to set the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a Lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligation.
Lender will keep the Escrow Funds in a safekeeping institution which has in deposit insured by a federal agency, instrumentality, or entity, or in my Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay my Escrow Items as soon as possible after the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an account, accounting of the Escrow Funds. This accounting will show all debits to and credits from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and listing documents and bills. However, Lender may charge me for these services if Lender gives me an interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (i) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (ii) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds.
Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me as a special interest for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payment of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Subs Second, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Other. I will pay all taxes, assessments, water charges, sewer funds and other similar charges, and any other charges and fees that may be imposed on the Property and that may be superior to this Security Instrument. I will also pay ground rents or payments due under my lease if I am a tenant of the Property and Commonly Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payment as described in Section 3 of this Security Instrument, in the Security Instrument, by word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all taxes against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gives rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien to a trial; or (c) in Lender's opinion, during the trial, the superior Lien may not be enforced, but only until the trial ends; or (d) I receive from the holder of that other Lien an agreement, approved in writing by Lender, that the claim of that Security

Insurance is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take any other action as Lender may require.

Lender also may require me to pay a one-time charge for an independent real estate fee reporting services used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

Borrower's Obligation to Purchase Hazard Insurance or Property Insurance. I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Hazardous Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to, earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the law, statutes and charges during the term of the Loan, I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the insurance is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and leading services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges such that reasonable or similar charges occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverage described above, Lender may provide insurance coverage, at Lender's option and my expense. Lender is under no obligation to provide any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might not protect me, my family or the Property, or the contents of the Property, against my fire, hazard or liability and might provide greater or lesser coverage than was previously agreed. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 8 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon written notice to Lender to me requesting payment.

All of the insurance policies (or renewals of those policies) will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewals certificate. If Lender requests, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Under Lender and I otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repair or restoration; (b) the use of the insurance proceeds for that purpose would violate the provision given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

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VAD

Exhibit 2020-101

2020-101-V

8. Borrower's Loan Application. If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, make false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of false, misleading, or inaccurate statements of important information.

9. Lender's Right to Protect the Rights in The Property. If: (a) I do not keep my protection and agreements made in this Security Instrument; (b) someone (including me, by any legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument) such as a legal proceeding to bankruptcy, is granted, for Commencement or Partnership (as defined in Section 1), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument; proceedings for the enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations; or (c) I have abandoned the Property, then Lender may do and pay, for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's right under this Security Instrument.

Lender's actions may include, but are not limited to: (a) proceeding and/or asserting the rights of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any claim against the Property that may be equal or superior to this Security Instrument; (d) proceeding to evict and (e) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, (including by secured position in a bankruptcy proceeding). Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, demolish building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on such amounts will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts when Lender demands.

If I do not own, but am a tenant on, the Property, I will fulfill all my obligations under my lease. I also agree that, if I violate the full title (commonly called "For Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender requires Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender requires me to make separate payments toward premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost of one of the previous Mortgage Insurance coverage, and the alternate Mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender such amounts as are equal to one-twelfth of the yearly Mortgage Insurance premium (as of the date the insurance is required to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (i) Mortgage Insurance

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coverage again becomes available through an insurer selected by Lender; (D) such Mortgage Insurance is canceled; (E) Lender requires separately designated payment funds that terminate the Mortgage Insurance; and (F) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender requires Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, Lender will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and the provider for such insurance or until termination of Mortgage Insurance is required by Applicable Law. Lender may require Lender to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 18 will affect any obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy may Lender (or any entity that purchases the Note for certain loans) to pay loss. If the Borrower does not timely pay interest, Borrower is not a party to the Mortgage Insurance policy.

Mortgage Insurers assume their total risk on all Mortgage insurance from time to time. Mortgage Insurers may make arrangements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are specific to the insurance issuer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another Insurer, any fiduciary, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the existing Insurer's risk, or reducing losses. If these agreements provide that a portion of Lender takes a share of the Insurer's risk in exchange for a share of the premiums paid to the Insurer, the arrangement is often termed "revenue reinsurance." It also should be understood that: (A) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Note. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not cause Borrower to be any refunds; and (B) any of these agreements will not affect the rights Borrower has, if any, regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any state law. These rights may include the right to: (A) receive certain disclosures; (B) to request and obtain cancellation of the Mortgage Insurance; (C) to have the Mortgage Insurance premiums reduced; (D) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of cancellation or termination.

19. Agreements About Miscellaneous Property. Perfection. All Miscellaneous Proceeds are designated to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (A) the cost of repair is reasonably feasible, and (B) Lender's security given in this Security Instrument is not impaired. During such repair and restoration periods, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had the opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and Lender otherwise agree in writing, as set forth in Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or statutory on the Miscellaneous Proceeds. If the restoration or repair is reasonably feasible or reasonably given in this Security Instrument would be delayed, the Miscellaneous Proceeds will be applied to the Secured Secured, whether or not due due. The excess, if any, will be paid to Lender. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a partial taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Secured Secured, whether or not due due. The excess, if any, will be paid to Lender.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sum covered immediately before the partial taking, destruction, or loss in

value, the Sum Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (1) the total amount of the Sum Secured immediately before the partial taking, diminution, or loss in value divided by (2) the fair market value of the Property immediately before the partial taking, diminution, or loss in value, if any diminution or loss in value is paid in the

In the event of a partial taking, diminution, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, diminution, or loss in value is less than the amount of the Sum Secured immediately before the partial taking, diminution, or loss in value, the Miscellaneous Proceeds will be applied to the Sum Secured whether or not the sum are the same.

If I become the Property, I, after Lender sends me written that the Operating Party (as defined in the next sentence) agrees to make an award in writing a claim for damages, I fail to respond to Lender within 30 days after Lender gives me such an award, Lender is entitled to collect and apply the Miscellaneous Proceeds, if any, to the reasonable costs of the Property or to the Basis Secured, whether or not then due. "Operating Party" means the third party that owns the Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be liable under this Security Instrument if any civil or criminal action or proceeding that Lender initiates could result in a court ruling (a) that would render Purchasers of the Property, or (b) that could deprive Lender's interest in the Property or other action that Security Instrument, "Purchaser" if a court action to repossess the Property, or my part of the Property, to be given to. I may correct the defect by initiating a court action that eliminates the court ruling. If Lender defendant that this court ruling prevents Purchaser of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the defect, I will have the right to have enforcement of this Security Instrument Unconditional, as provided in Section 19 of this Security Instrument, even if Lender has received Unconditional Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the storage or reduction of Lender's interest in the Property are excluded, and will be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied to the order provided for in Section 21.

12. Continuation of Lender's Obligations And of Lender's Rights.

(a) Borrower's Obligations. Lender may allow me, or a Person who takes over my rights and obligations, to make periodic payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow these delays or changes but may not, a Person who takes over my rights and obligations, to do so. If Lender is released or to do so, when Lender is compelled to do so, Lender will not be entitled to (1) sue me for damages for such a Person for not fulfilling obligation under the Note or under this Security Instrument, or (2) refuse to extend them for payment or otherwise modify certificates of the Sum Secured.

(b) Lender's Rights.

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if (1) Lender releases Lender, pays fees, or pays other values, charges or fines against the Property; (2) Lender accepts payment from third Persons; or (3) Lender accepts payment in amounts less than the amount then due, Lender will the right under Section 22, below to demand that I make immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

(c) Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of it is fully entitled to keep all of Borrower's interests and obligations contained in this Security Instrument. Lender may allow one or more Persons to take over my rights and obligations in the Note and in this Security Instrument, and Lender's rights under this Security Instrument against me and against the other Person or Persons will not pay all of the sum Secured. However, if one of us does not sign the Note or this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (d) (iii) Person is not personally obligated to pay the Sum Secured; and (e) that Person agrees that Lender may agree with the other Borrowers to

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day respecting any of Lender's rights, in custody, or makes any encumbrances with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to bear all of my responsibilities and obligations made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to bear all of Lender's responsibilities and obligations made in this Security Instrument except as provided under Section 20.

14. **Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and right under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees, With regard to attorney fees, the fees that Lender may charge me may not exceed the amount that Lender may charge a court fee court fees, but Lender cannot charge me less than Lender may not charge less than are provided by this Security Instrument or by Applicable Law.

If there is a conflict in Applicable Law, Lender may not charge less than charges, and that Applicable Law is more favorable to me than the interest or other loan charges collected or to be collected in connection with the Loan, provided permitted by (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any monies already collected from me which exceeded permitted will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to me. However, if a refund reduces principal, the reduction will be limited as a final repayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required Under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when a copy is delivered to my notice address if and by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property under I give notice to, unless I specify a different address. I will promptly notify Lender of any change of address. If Lender specifies a procedure for reporting any change of address, then I will report a change of address through that specified procedure. There may be only one notice address even though this Security Instrument may be executed in more than one place. If I am giving notice under this Security Instrument, any notice to Lender will be given by delivering it to Lender at Lender's address as set forth in the first page of this Security Instrument. If I am giving notice to Lender, I will give my notice of address change to Lender with all other notices instructed to Lender when it is received by Lender. If no address specified by this Security Instrument is also required by Applicable Law, the applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Law.** This Governs this Security Instrument: **World Trade.** This Security Instrument is governed by Federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law will allow this parties to agree by contract as to which law will be used, but such alliance does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. That means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include the corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural; and words in the plural mean and include the singular; and (c) the word "any" gives full discretion without any obligation to take any action.

17. **Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

[REDACTED]

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If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate Payment in Full. However, this option shall not be exercised by Lender if such consent is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 10, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. This 30-day period will begin on the date the notice is given to me. In the manner required by Section 10 of this Security Instrument, I do not make the required payment during that period, Lender may not enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. Borrower's Right to Have Lender's Right of Enforcement of this Security Instrument Discharged. Even if Lender has required Immediate Payment in Full, I will have the right to have enforcement of this Security Instrument stayed. I will have this right if and when, before the earliest of (i) 100 days before sale of the Property under my power of sale granted by this Security Instrument; (ii) another period as Applicable Law which specifies for the termination of my right to have enforcement of the Loan Document; or (iii) a judgment has been rendered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

(a) I pay to Lender the full amount that I may be due under this Security Instrument and the fees and disbursements of counsel to Lender which have been incurred;

(b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;

(c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, but not limited to, attorney's fees, court, property expenses and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(d) I do whatever Lender reasonably requires to ensure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (b) through (d) in one or more of the following forms, as selected by Lender: (i) cash; (ii) money order; (iii) certified check, bank check, traveler's check or cashier's check; (iv) wire transfer; where disbursements are incurred by a third party, bank, attorney or entity; or (v) Electronic Funds Transfer.

If I fail to do all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discharged if Lender has required Immediate Payment in Full under Section 10 of this Security Instrument.

20. Note Holder's Right to Sell the Note or Interest in the Note. Borrower's Right to Notice of Change of Loan Servicer. Lender's and Borrower's Right to Notices of Disbursement. The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any proceeds of these sales.

The entity that collects the Payment Payments and performs other obligations from Borrower will operate under the Note and Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change in the Loan Servicer at any time of the life of the Note. There also may be one or more changes of the Loan Servicer provided in a note of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage and servicing obligations to my will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (or either as individual party or as member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 12 of this Security Instrument) of its unfulfilled obligation and given a reasonable time period to take corrective action, if

Applicable Law provides a time period which will trigger liability certain action can be taken, and this period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 20 had the notice of demand for payment to all given to me under Section 12 will be deemed to satisfy the notice and opportunity to cure corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Lender's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. These are substances that are regarded as hazardous for purposes of this Section 21. These substances are asbestos, benzene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, removal action, or removal effort, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not cause or allow Hazardous Substances to be present on the Property. I will not dispose of Hazardous Substances on the Property or release any Hazardous Substances on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The provisions in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are properly remediated to appropriate for normal residential use and relevance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, under Environmental Law, regular removal or replacement of the building, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are stabilized and "encapsulated" (as defined and explained by local law).

I will promptly give Lender written notice of: (a) any investigation, claims, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to any spillings, leaking, discharges, spills or threat of release of any Hazardous Substances and of any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property; (c) if a local, state or governmental regulatory authority, or any private party, notifies me that my removal of other terminals at my Hazardous Substances affecting the Property is necessary, I will promptly take all necessary remedial action in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Right to Surrender Right to Keep Vehicles and Agreements. Except as provided in Section 10 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then outstanding under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and seize the Property itself. At the sale Lender or his/her

successor or assigns

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Person may require the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and attorney's fees and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorney's fees to the amount I owe Lender, which fees shall become part of the Sum(s) Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promise to pay the Sum(s) Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 13 of this Security Instrument, a notice that states:

- (1) The promise or agreement that I failed to keep or the default that has occurred;
- (2) The action that I must take to correct that default;
- (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
- (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by Tenant of Purchasers and Bails;
- (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender to make the rest of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
- (6) That I have the right in my lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present my other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice;

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument. If Lender so requires, Lender may require that I pay back a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York State Law. I will receive all amounts due to me by Lender subject to the trust fund provision of Section 19 of the New York State Law. This means that I will (a) hold all amounts which I receive and (b) which I have a right to receive from Lender under the Note as a trust fund; and (b) and the amounts to pay for "Cost of improvements" (as defined in Section 19 of the New York State Law) before I use them for any other purpose. The fee that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property, I have a special responsibility under the law to set the amount to be used as described in this Section 24.

25. Borrower's Statement Regarding the Property (check boxes as applicable).

This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

This Security Instrument covers real property principally improved, or to be improved, by one or more structures, including, in the aggregate, not more than six residential dwellings built with such dwelling and having its own separate cooking facilities.

This Security Instrument does not cover real property improved as described above.

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BY SIGNING BELOW, I accept and agree to the procedures and agreements contained in pages 1 through 17 of date Security Instrument and to any Rider signed by me and recorded with it.

Wissenschaft

STATE OF NEW YORK,

Nassau

County of Suffolk

On the 05 day of August before me, the undersigned, a Notary

public official for said state, personally appeared,

Susan Davis & Virginia A. Davis

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) whom he/she/they purports to represent, executed the instrument.

Susan Davis

(Signature)

Tax Map Information:

NINPA NUMBER:
Notary Public, State of New York
No. 01NA0002743
Qualified In Nassau County
Commission Expires April 7, 2007

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Notary
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Schedule A Description

Page 1

ALL that certain plot, place or parcel of land, situate, lying and being in the Incorporated Village of Freeport, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Delaware Avenue, distant 74.00 feet southerly from the corner formed by the intersection of the westerly side of Delaware Avenue with the easterly side of W. Seaman Avenue (Seaman Avenue);

RUNNING THENCE southerly, along the westerly side of Delaware Avenue, along the arc of a curve bending to the left, having a radius of 65.10 feet, a distance of 50.89 feet;

THENCE north 87 degrees 1 minute 40 seconds west, 105.90 feet;

THENCE north 0 degrees 14 minutes west, 50 feet;

THENCE south 87 degrees 1 minute 40 seconds east, 100.89 feet, to the westerly side of Delaware Avenue at the point or place of BEGINNING.

SAID PREMISES known as 89 Delaware Avenue, Freeport, New York

RECEIVED IN
THIS CONDITION

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGERecorded Date: 03-31-2014
Recorded Time: 09:38:23 aLiber Book: M 39599
Pages From: 189
To: 191Control
Number: 273
Ref #:
Doc Type: M23 ASSIGN MORTGAGERefers to: Book: M 27095 Page: 308
Book: M 28854 Page: 653
Book: M 29402 Page: 431Location: Section Block Lot Unit
HEMPSTEAD (2820) 0054 00458-00 00030

KAV001	Taxes Total	.00
	Recording Totals	211.00
	Total Payment	211.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED.
MAUREEN O'CONNELL
County Clerk

When Recorded Return To:
CitiMortgage, Inc.
C/O Nationwide Title Clearing,
Inc. 2100 Alt. 19 North
Palm Harbor, FL 34683

Citi Loan No [REDACTED]
Seterus Loan No [REDACTED]
Fannie Loan No [REDACTED]

ASSIGNMENT OF MORTGAGE

Contact Federal National Mortgage Association for this instrument c/o Seterus, Inc., 14523 SW Millikan Way, #200, Beaverton, OR 97005, telephone #1-866-570-5277, which is responsible for receiving payments.
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITIMORTGAGE, INC., WHOSE ADDRESS IS 1000 TECHNOLOGY DRIVE, O'FALLON, MO, 63368, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage, as the same may have been consolidated, extended or modified, including all mortgages that have been consolidated therewith, with all interest secured thereby, all liens, and any rights due or to become due thereon to FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 14221 DALLAS PARKWAY, SUITE 100, DALLAS, TX 75254, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage is dated 05/21/2004, made by SUSAN DAVY AND VIRGINIA A. DAVY to CITIMORTGAGE, INC. in the principal sum of \$150,000.00, and recorded on 06/30/2004 in Liber M 27095, Page 308, CRFN # 2004063002870, in the office of the Registry of NASSAU County, NY.

Property is commonly known as: 89 DELAWARE AVE,
FREEPORT, NY 11520.

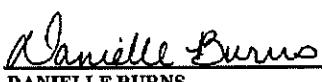
See Exhibit attached for Assignments, Modifications etc. This mortgage(s) has not been assigned of record.

This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

Dated this 28th day of February in the year 2014.
CITIMORTGAGE, INC.



STEPHANIE CADIGAN
VICE PRESIDENT



DANIELLE BURNS
WITNESS

All Authorized Signatories whose signatures appear above have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS
Before me, this 28th day of February in the year 2014, the undersigned, personally appeared Stephanie Cadigan as VICE PRESIDENT for CITIMORTGAGE, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



FRANCÉ M. MOSS - NOTARY PUBLIC
COMM EXPIRES: 08/05/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
Property ID(S/B/L) Section: 54 Block: 458 Lot: 30

\$214.00

Loan No: [REDACTED]

Exhibit

2nd Mortgage: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 05-05-2005. REC: 05-24-2005 BK M 28854 PG 653 INSTR# 2005052402134, AMT: \$81,527.37

CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 05-05-2005. REC: 05-24-2005 BK M 28854 PG 672 INSTR# 2005052402135, COMBINED AMOUNT: \$230,000.00

3rd Mortgage: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 08-25-2005. REC: 09-16-2005 BK M 29402 PG 431 INSTR# 2005091601424, AMT: \$67,959.08

CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 08-25-2005. REC: 09-16-2005 BK M 29402 PG 450 INSTR# 2005091601425, COMBINED AMOUNT: \$297,500.00

RE-RECORDED-CEMA: SUSAN DAVY AND VIRGINIA A. DAVY TO CITIMORTGAGE, INC. DATED 03-03-2006. NEW RECORDING DATE 03-13-2006 BK M 30202 PG 266 INSTR# 2006031301803, COMBINED AMOUNT: \$297,500.00

Section 54 Block 458 Lot 30

ASSIGNMENT OF MORTGAGE

KNOW THAT

Federal National Mortgage Association, a corporation, organized and existing under the laws of the United States of America, having an office at 14221 Dallas Parkway, Dallas, TX, 75254, Assignor,

in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, paid by

Nationstar Mortgage LLC d/b/a Mr. Cooper, having an office at 8950 Cypress Waters Blvd., Coppell, TX 75019, Assignee,

Hereby assigns unto the assignee The Mortgage dated May 21, 2004 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$150,000.00 and recorded in the Nassau County Clerk's Office on June 30, 2004 in Liber M 27095, page 308. The Gap Mortgage dated May 5, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$81,527.37 and recorded in the Nassau County Clerk's Office on May 24, 2005 in Liber M 28854, page 653. The Consolidation, Extension & Modification Agreement dated May 5, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$230,000.00 and recorded in the Nassau County Clerk's Office on May 24, 2005 in Liber M 28854, page 672. The Gap Mortgage dated August 25, 2005 made by Susan Davy and Virginia A. Davy to CitiMortgage, Inc. in the principal sum of \$67,959.08 and recorded in the Nassau County Clerk's Office on September 16, 2005 in Liber M 29402, page 431. The Consolidation, Extension and Modification Agreement dated August 25, 2005 made by Susan Davy, to CitiMortgage, Inc. subject to a Life Estate of Virginia A. Davy, given to form a single lien in the amount of \$297,500.00 and recorded in the Nassau County Clerk's Office on September 16, 2005 in Liber M 29402, page 450. The Correction consolidation, Extension and Modification Agreement dated March 3, 2006 made by Susan Davy subject to a Life Estate of Virginia A. Davy, to CitiMortgage, Inc., given to form a single lien in the amount of \$297,500.00 and recorded in the Nassau County Clerk's Office on March 13, 2006 in Liber M 30202, page 266. The Mortgage was assigned by CitiMortgage, Inc. to Federal National Mortgage Association by Assignment dated February 28, 2014 and recorded in the Nassau County Clerk's Office on March 31, 2014 in Liber M 39599, page 189.

The mortgaged premises is known as 89 Delaware Avenue, Freeport, NY 11520

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the interest; TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has duly executed this assignment,
the 3 day of October in the year 2019.

Federal National Mortgage Association, by Nationstar Mortgage LLC d/b/a Mr. Cooper as attorney-in-fact

BY: S 3
Print Name: Omar Basped
Title: Vice President

STATE OF Texas)
)
COUNTY OF Dallas)
)

On the 3 day of October in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Omar Basped, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Sylvia Ramirez
Notary Public

Sylvia Ramirez

RECORD & RETURN TO:
Shapiro, DiCaro & Barak, LLC
175 Mile Crossing Boulevard
Rochester, New York 14624

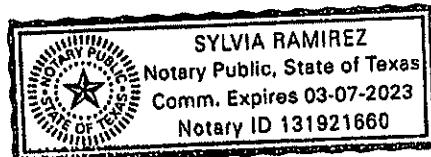


Exhibit “B”

Fill in this information to identify your case:

Debtor 1	Susan Davy-Membreño		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: EASTERN DISTRICT OF NEW YORK			
Case number (if known) _____			

Check if this is an amended filing

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- creditors have claims secured by your property, or
- you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form.

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
---	---	---

Creditor's name: **Citimortgage, Inc**

name:

Surrender the property.

No

Retain the property and redeem it.

Yes

Retain the property and enter into a *Reaffirmation Agreement*.

Retain the property and [explain]: _____

Description of property securing debt: **89 Delaware Avenue Freeport, NY 11520 Nassau County**

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

No

Description of leased Property:

Yes

Lessor's name:

No

Description of leased Property:

Yes

Lessor's name:

No

Debtor 1 Susan Davy-Membreño Case number (if known) _____Description of leased Property: YesLessor's name: NoDescription of leased Property: Yes**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

/s/ Susan Davy-Membreño _____ Signature of Debtor 2
Susan Davy-Membreño
Signature of Debtor 1

Date June 10, 2019 _____ Date _____

Exhibit “C”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.
Date Filed:

SUMMONS

Plaintiff designates Nassau County as the place of trial based on the location of the mortgaged premises in this action.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer copy of your answer, or, if the complaint is not served appearance, on the plaintiff's attorneys within twenty (2) exclusive of the day of service (or within thirty (30) summons is not personally delivered to you within the service of this summons if it is the United States of America: answer, judgment will be taken against you by default for

R E C E I P T
Printed: June 27, 2013 @ 14:57:15
NASSAU COUNTY
MAUREEN O'CONNELL
COUNTY CLERK

Trans#: 228515 Open: AF001
SWEENEY

Ref#: IN 13--007822
Ctl#: 1691 Rec: 6-27-2013 @ 2:56:00p

DOC	DESCRIPTION	TRANS AMT
1	CITIMORTGAGE INC	
2	DAVY, SUSAN	5.00
	FORECLOSURE SUMMONS&COMPLAINT	
	Dept of Education	14.25
	CULTURAL EDUCATION	.75
	CULTURAL ED COUNTY	25.00
	County Fee	165.00
	State Fee-Index	190.00
	FORECLOSURE	
	Total fees:	400.00
	*** Total charges:	400.00
	CHECK PM 46286	400.00

RECEIVED

JUN 27 2013

NASSAU COUNTY
COUNTY CLERKS OFFICE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.
Date Filed:

SUMMONS

Plaintiff designates Nassau County as the place of trial based on the location of the mortgaged premises in this action.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York) or within (60) days after service of this summons if it is the United States of America; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

This is an action to foreclose a mortgage lien on the premises described herein.

The object of the above captioned action is to foreclose a First Mortgage to secure \$150,000.00 and interest, recorded in the Office of the County Clerk of Nassau County on June 30, 2004 in Liber 27095, Page 308; a Second Mortgage to secure \$81,527.37 and interest, recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 653; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 672, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of \$230,000.00 (the "Consolidated Mortgage"); and a Third Mortgage to secure \$67,959.08 and interest, recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 431; which mortgages were consolidated by Consolidation, Extension and Modification

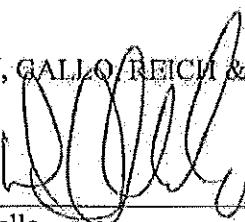
Agreement recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 450, consolidating the First Mortgage, Second Mortgage and Third Mortgage to form a single lien in the amount of \$297,500.00 (the "Consolidated Mortgage"), covering premises known as 89 DELAWARE AVENUE, FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK (Section 54 Block 458 Lot 30).

The relief sought in the within action is a final judgment directing the sale of the premises described above. The Plaintiff also seeks a deficiency judgment against the Defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, for any debt secured by said Mortgage which is not satisfied by the proceeds of the sale of said premises, unless discharged in bankruptcy.

Dated: Rego Park, New York

3/12, 2013

SWEENEY, GALLO, REICH & BOLZ, LLP



David A. Gallo
Attorneys for Plaintiff
95-25 Queens Boulevard, 11th Floor
Rego Park, New York 11374
(718) 459-2634

TO: SUSAN DAVY
89 DELAWARE AVE
FREEPORT, NY 11520

ALEXANDER MEMBRENO
89 DELAWARE AVE
FREEPORT, NY 11520

JOHN DAVY
89 DELAWARE AVE
FREEPORT, NY 11520

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,
-against-

SUSAN DAVY, ALEXANDER MEMBRENO AND JOHN DAVY and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises described in the complaint,

Defendants.

Index No.

VERIFIED
COMPLAINT

Mortgage
Foreclosure

Plaintiff CITIMORTGAGE, INC., (hereinafter referred to as "CMI"), by its attorneys, Sweeney, Gallo, Reich & Bolz, LLP, complains and alleges, upon information and belief, as follows:

1. This is an action to foreclose a mortgage lien on the premises described herein.
2. The plaintiff is the mortgagee and the holder of the subject note and mortgage and if not the owner, has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject note and mortgage.
3. Where applicable, the plaintiff has complied with all of the provisions of the Banking Law § 595-a and rules and regulations promulgated thereunder, Banking Law § 6-1 or 6-m as applicable to the subject loan, and RPAPL § 1304, as amended.
4. The plaintiff, assignee or mortgage loan servicer, has timely complied with the provisions of RPAPL § 1306.
5. Plaintiff is, and at all times relevant herein was, a corporation authorized to conduct business in the State of New York, with its principal place of business c/o CITIMORTGAGE, INC., located at 1000 TECHNOLOGY DRIVE, O'FALLON, MISSOURI.

6. The premises, which are the subject of this action, are situated at 89 DELAWARE AVENUE, FREEPORT, COUNTY OF NASSAU, STATE OF NEW YORK (the "Premises").

7. SUSAN DAVY is named as Defendant because she is the purported owner of record of the Premises and is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

8. ALEXANDER MEMBRENO is named as Defendant because he is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

9. JOHN DAVY is named as Defendant because he is a possible fee interest by virtue of possible outstanding interest. Upon information and belief, said defendant's last known residence is at the Premises.

10. "John Doe" and/or "Jane Doe" # 1-10 inclusive, are fictitious and unknown to plaintiff. They are named as defendants to designate any and all tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the Premises.

11. The following are made party defendants herein solely because they may have or claim to have a lien affecting the Premises:

N/A

The above liens are subject and subordinate to the lien of the Plaintiff's mortgage. (See, copy of Mortgage/Judgment Schedules attached hereto and made part hereof.)

12. On or about August 25, 2005, defendants SUSAN DAVY, VIRGINIA DAVY AND ALEXANDER MEMBRENO, ("Defendants") executed and delivered to CitiMortgage, Inc. a consolidated Note (the "Note"), whereby the Defendants agreed to pay to CitiMortgage, Inc. or its transferees the sum of \$297,500.00, plus increases in principal, if any, with interest thereon,

installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note.

13. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated May 21, 2004, in the principal amount of \$150,000.00 (the "First Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on June 30, 2004 in Liber 27095, Page 308, and the mortgage recording tax was duly paid.

14. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated May 5, 2005, in the principal amount of \$81,527.37 (the "Second Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 653, and the mortgage recording tax was duly paid; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on May 24, 2005 in Liber 28854, Page 672, consolidating the First Mortgage and the Second Mortgage to form a single lien in the amount of \$230,000.00 (the "Consolidated Mortgage").

15. As collateral security for the payment of the Note, defendants SUSAN DAVY AND VIRGINIA DAVY executed, acknowledged, and delivered to CitiMortgage, Inc. a mortgage dated August 25, 2005, in the principal amount of \$67,959.08 (the "Third Mortgage"), which was recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 431, and the mortgage recording tax was duly paid; which mortgages were consolidated by Consolidation, Extension and Modification Agreement recorded in the Office of the County Clerk of Nassau County on September 16, 2005 in Liber 29402, Page 450, consolidating the First Mortgage,

Second Mortgage and Third Mortgage to form a single lien in the amount of \$297,500.00 (the "Consolidated Mortgage").

16. The Premises encumbered by said Mortgage, with all appurtenances thereto, is bounded and fully described in Schedule A annexed hereto and made part hereof.

17. The Note provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days and further provides, inter alia, for the payment of all costs and expenses, including attorney's fees in the event the Note is referred to an attorney for collection.

18. The Mortgage obligates the Defendants, inter alia, to pay, on a monthly basis, to plaintiff, at plaintiff's option, an amount equal to 1/12 of the annual taxes, assessments, ground rents, and hazard and mortgage insurance premiums to become due in connection with the Premises pursuant to the Mortgage.

19. The Mortgage provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days.

20. The Mortgage provides, inter alia, that in the event of a default in the payment of any principal or interest that might become due thereon, plaintiff may declare the entire indebtedness secured by the Mortgage immediately due and payable and commence an action to foreclose the Defendants' rights in the Premises and sell them pursuant to applicable law.

21. The Note and Mortgage obligates the Defendants, inter alia, to pay plaintiff's reasonable attorney's fees in the event of a default and in any action to foreclose the Mortgage.

22. The Defendants defaulted under the terms of the Note and Mortgage by omitting and failing to make monthly payments of principal and interest due from January 1, 2012 through date.

23. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amounts outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.

24. As a result of the Defendants' failure to pay the obligation under the Note and Mortgage, there is now due and owing to plaintiff on the principal of the Mortgage the sum of \$264,927.31 together with accrued interest from December 1, 2011 at the present rate of 4.875% as stated in the Note and Mortgage, and such other payments as are set forth in the Note and Mortgage.

25. In order to protect its security, plaintiff may be compelled during the pendency of this action to pay sums for premiums on insurance policies, real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payment, shall be added to the plaintiff's claim and be deemed secured by said Note and Mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

26. The Mortgage provides that, in the case of foreclosure, the mortgaged premises may be sold in one parcel.

27. The mortgaged premises under foreclosure herein is to be sold subject to any state of facts an accurate survey would show; and to covenants, restrictions, reservations, easements and agreements of record, if any, and any violations thereof; and to building restrictions and zoning ordinances of the town or municipality in which said mortgaged premises are situated, if any, and any violations thereof; and to conditional bills of sale, security agreements and financing statements

filed in connection with said mortgaged premises, if any, but only to the extent that any of the foregoing are not barred or foreclosed by this action; and to existing tenancies, if any, except such tenants who are parties defendants to this action; and to all unpaid real estate taxes, assessments, water charges and sewer rents, which are liens upon the premises but are not due or payable as of the time of the sale. In addition, the purchaser of the mortgaged premises at the foreclosure sale shall be required to pay all applicable local and state transfer taxes, deed stamps or other taxes due in connection with the transfer of the mortgaged premises.

28. The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid.

29. In the event the plaintiff possesses any other liens against the mortgaged premises either by way of a junior mortgage or otherwise, the plaintiff requests that such other liens shall not be merged into the cause of action set forth in this complaint, but that the plaintiff shall be permitted to enforce said other liens and seek determination of the priority thereof in any independent action or proceeding including without limitation any surplus money proceeding.

30. No prior action or proceeding has been commenced or is now pending to enforce the terms of the Mortgage, or any part thereof.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the

notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, which will include the amount of any such deficiency, unless discharged in bankruptcy;

G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendants, SUSAN DAVY AND ALEXANDER MEMBRENO, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

I. That plaintiff has such other and further relief as may be just and proper.

Dated: Rego Park, New York

3/12, 2013

SWEENEY, GALLO, REICH & BOLZ, LLP



David A. Gallo
Attorneys for Plaintiff
95-25 Queens Boulevard, 11th Floor
Rego Park, New York 11374
(718) 459-2634

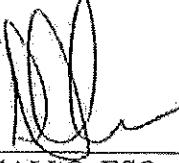
VERIFICATION

STATE OF NEW YORK,
COUNTY OF QUEENS.

David A. Gallo, hereby affirms under the penalties of perjury and pursuant to CPLR 2106 that he/she is one of the attorneys for the plaintiff; that he/she has read the foregoing summons and complaint and knows the contents thereof; that the same is true to his/her own knowledge except as to matters stated to be upon information and belief, and as to those matters he/she believes them to be true. The grounds of his/her belief as to matters not stated upon his/her knowledge are statements and/or records provided by the plaintiff, its agents and/or employees and contained in the file in the attorneys' office. This verification is made pursuant to CPLR Section 3020(d)(3) as the Plaintiff is not in the county of Queens, which is where plaintiff's attorneys' office is located.

Dated: Queens, New York

3/12, 2013


DAVID A. GALLO, ESQ.

SCHEDULE A

DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE INCORPORATED VILLAGE OF FREEPORT, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY SIDE OF DELAWARE AVENUE DISTANT 74.09 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF DELAWARE AVENUE WITH THE SOUTHERLY SIDE OF W. SEAMAN AVENUE (SEAMAN AVENUE);

RUNNING THENCE SOUTHERLY, ALONG THE WESTERLY SIDE OF DELAWARE AVENUE, ALONG THE ARC OF A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 645.16 FEET A DISTANCE OF 50.59 FEET;

RUNNING THENCE NORTH 87 DEGREES 01 MINUTES 40 SECONDS WEST 105.96 FEET;

RUNNING THENCE NORTH 0 DEGREES 14 MINUTES WEST, 50 FEET;

RUNNING THENCE SOUTH 87 DEGREES 01 MINUTES 40 SECONDS EAST 100.69 FEET TO THE WESTERLY SIDE OF DELAWARE AVENUE AT THE POINT OR PLACE OF BEGINNING.,

**SCHEDULE B
MORTGAGE SCHEDULE**

MORTGAGE BEING FORECLOSED

Mortgage Number 1 of 3

Mortagor: **SUSAN DAVY & VIRGINIA DAVY
89 DELAWARE AVE.
FREEPORT, NY 11520**

Mortgagee: **CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368**

Amount: **\$150,000.00**
Dated: **05/21/2004**
Recorded **06/30/2004**
Liber **27095**
Page **308**

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

SCHEDULE B
MORTGAGE SCHEDULE

MORTGAGE BEING FORECLOSED

Mortgage Number 2 of 3

Mortagor: **SUSAN DAVY, AS TO A FEE,INTEREST, AND VIRGINIA A. DAVY, AS TO A LIFE ESTATE
89 DELAWARE AVENUE
FREEPORT, NEW YORK 11520**

Mortaggee: **CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368**

Amount: **\$81,527.37**
Dated: **05/05/2005**
Recorded **04/24/2005**
Liber **28854**
Page **653**

Agreement

2a

Type	Consolidation, Extension and Modification Agreement
Party of the First Part	SUSAN DAVY AS TO A FEE INTEREST AND VIRGINIA A. DAVY, AS TO A LIFE ESTATE 89 DELAWARE AVENUE, FREEPORT, NY
Party of the Second Part	CITIMORTGAGE INC. 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63304
Dated	05/05/2005

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagor if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Recorded 06/24/2006
Liber 28854
page 672

CONSOLIDATES MORTGAGES 1 & 2 TO FORM A SINGLE
LIEN IN THE AMOUNT OF \$230,000.00

**SCHEDULE B
MORTGAGE SCHEDULE**

MORTGAGE BEING FORECLOSED

Mortgage Number 3 of 3

Mortagor: **SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A. DAVY
89 DELAWARE AVE.
FREEPORT, NY 11520**

Mortgagee: **CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368**

Amount: **\$67,959.08**
Dated: **08/25/2005**
Recorded **09/16/2005**
Liber **29402**
Page **431**

Agreement

3a

Type	Consolidation, Extension and Modification Agreement
Party of the First Part	SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A. DAVY 89 DELAWARE AVE. FREEPORT, NY 11520
Party of the Second Part	CITIMORTGAGE, INC. 1000 TECHNOLOGY DRIVE, O'FALLON MO 63368
Dated	08/25/2005
Recorded	09/16/2005

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee. If you desire any additional information, if there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Liber 29402
Page 450
CONSOLIDATES MORTGAGES 1, 2 & 3 TO FORM A SINGLE
LIEN IN THE AMOUNT OF \$297,500.00
Agreement

3b
Type Correction of Consolidation, Extension and Modification
Agreement
Party of the SUSAN DAVY, SUBJECT TO A LIFE ESTATE OF VIRGINIA A
First Part DAVY 89 DELAWARE AVE. FREEPORT, NY
Party of the CITIMORTGAGE INC. 1000 TECHNOLOGY DRIVE, O'FALLON,
Second Part MO 63368
Dated 03/03/2006
Recorded 03/13/2006
Liber 30202
Page 266

CORRECTS CONSOLIDATION, EXTENSION, MODIFICATION,
AGREEMENT IN LIBER 29402 MP 450

Index No. 2012/

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIMORTGAGE, INC.,

Plaintiff,

-against-

SUSAN DAVY, VIRGINIA DAVY, ALEXANDER MEMBRENO, et al.

Defendants

SUMMONS AND VERIFIED COMPLAINT

Signature (Rule 130.1.1-a)

David A. Gallo, Esq.

SWEENEY GALLO REICH & BOLZ, LLP

Attorneys for PLAINTIFF

95-25 Queens Boulevard

11th Floor

Rego Park, New York 11374

(718) 459-2634

DAVID A. GALLO, ESQ.

To:

Attorney(s) for

Service of a copy of the within _____ is hereby admitted.

Dated: _____

Attorney's for:

Sir: Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

20

NOTICE OF SETTLEMENT

that an order _____ of which the within is a true copy will be presented for
settlement to the HON. _____ one of the judges

of the within named court, at

on 20 at M.

Dated,

Yours, etc.

SWEENEY GALLO REICH & BOLZ, LLP
Office & P.O. Address

95-25 Queens Boulevard, 11th Floor
Rego Park, New York 11374
(718) 459-2634

Exhibit “D”

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

IN RE

SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,

CHAPTER 7

CASE NO. 8-19-74214-ast

DEBTOR

JUDGE: Alan S. Trust

RELIEF FROM STAY – REAL ESTATE AND
COOPERATIVE APARTMENTS

BACKGROUND INFORMATION

1. ADDRESS OF REAL PROPERTY OR COOPERATIVE APARTMENT: 89 Delaware Avenue, Freeport, NY 11520
2. LENDER NAME: Nationstar Mortgage LLC d/b/a Mr. Cooper
3. MORTGAGE DATE: 08/25/2005
4. POST-PETITION PAYMENT ADDRESS:
Payment Address - Nationstar Mortgage LLC d/b/a Mr. Cooper, PO Box 619094, Dallas, TX 75261

DEBT AND VALUE REPRESENTATIONS

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AS OF THE MOTION FILING DATE: \$499,345.10 as of 09/05/2019
(THIS MAY NOT BE RELIED UPON AS A “PAYOFF” QUOTATION.)
6. MOVANT’S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR COOPERATIVE APARTMENT AS OF THE MOTION FILING DATE: \$536,000.00
7. SOURCE OF ESTIMATED MARKET VALUE: Debtor's Schedule D

STATUS OF THE DEBT AS OF THE PAYOFF DATE

8. DEBTOR(S)'S INDEBTEDNESS TO MOVANT AS OF THE PAYOFF DATE:

A. TOTAL:	\$ <u>499,345.10</u>
B. PRINCIPAL:	\$ <u>264,927.31</u>
C. INTEREST:	\$ <u>100,270.03</u>
D. ESCROW (TAXES AND INSURANCE):	\$ <u>127,941.52</u>
E. FORCED PLACED INSURANCE EXPENDED BY MOVANT:	\$ <u>0.00</u>
F. PRE-PETITION ATTORNEYS' FEES CHARGED TO DEBTOR(S):	\$ <u>0.00</u>
G. PRE-PETITION LATE FEES CHARGED TO DEBTOR(S):	\$ <u>0.00</u>

9. CONTRACT INTEREST RATE: 4.875%

(IF THE INTEREST RATE HAS CHANGED, LIST THE RATE(S) AND DATE(S) THAT EACH RATE WAS IN EFFECT ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

10. OTHER PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE:

Fees & Costs Due (Lump Sum): \$6,206.24

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: N/A.)

AMOUNT OF DEFAULT AS OF THE MOTION FILING DATE

11. DATE OF RECEIPT OF LAST PAYMENT: 02/28/2015

12. NUMBER OF PAYMENTS DUE FROM PETITION DATE TO MOTION FILING DATE: 2 PAYMENTS.

13. POST-PETITION PAYMENTS IN DEFAULT:

PAYMENT DUE DATE	AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGED
7/1/19-9/1/19	\$3,877.82 per month	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 11,633.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S):

A. TOTAL: \$ 0.00

B. ATTORNEY'S FEES IN CONNECTION WITH THIS MOTION: \$ 0.00

C. FILING FEE IN CONNECTION WITH THIS MOTION: \$ 0.00

D. OTHER POST-PETITION ATTORNEYS' FEES: \$ 0.00

E. POST-PETITION INSPECTION FEES: \$ 0.00

F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION FEES: \$ 0.00

G. FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$ 0.00

15. AMOUNT HELD IN SUSPENSE BY MOVANT: \$ 0.00

16. OTHER POST-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE: N/A

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM; STATE THE EXHIBIT NUMBER HERE: N/A.)

REQUIRED ATTACHMENTS TO MOTION

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH EACH DOCUMENT.

- (1) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT A.)
- (2) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S STANDING TO BRING THIS MOTION. (EXHIBIT A.)
- (3) COPIES OF DOCUMENTS ESTABLISHING THAT MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT A.)

DECLARATION AS TO BUSINESS RECORDS

I, Chastity Wilson, THE Assistant Secretary

OF

Nationstar Mortgage LLC DBA Mr. Cooper, THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

EXECUTED AT Lewisville, Texas
ON THIS 11 DAY OF October, 20 19

Chastity Wilson
Assistant Secretary of Nationstar Mortgage LLC
d/b/a Mr. Cooper
Affiant

NAME:
TITLE:
MOVANT:
STREET ADDRESS:
CITY, STATE AND ZIP CODE:

Chastity Wilson
Nationstar Mortgage LLC d/b/a Mr.
Cooper
8950 Cypress Waters Blvd
Coppell, Texas 75019

DECLARATION

I, Chastity Wilson, THE Assistant Secretary OF

Nationstar Mortgage LLC DBA Mr. Cooper, THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT Lewisville, Texas
ON THIS 11 DAY OF October, 20 19

Chastity Wilson
Assistant Secretary of Nationstar Mortgage LLC
d/b/a Mr. Cooper

NAME:
TITLE:
MOVANT:
STREET ADDRESS:
CITY, STATE AND ZIP CODE:

Chastity Wilson
Nationstar Mortgage LLC d/b/a Mr.
Cooper
8950 Cypress Waters Blvd
Coppell, Texas 75019

Exhibit “E”

Fill in this information to identify your case:

Debtor 1	Susan Davy-Membreno		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>EASTERN DISTRICT OF NEW YORK</u>			
Case number (if known) _____			

Check if this is an
amended filing

Official Form 106D**Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1 Citimortgage, Inc

Creditor's Name

Describe the property that secures the claim:
**89 Delaware Avenue Freeport, NY
11520 Nassau County**

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral. \$415,692.00	Value of collateral that supports this claim \$536,000.00	Unsecured portion If any \$0.00

**PO Box 18340
Columbus, OH 43218**

Number, Street, City, State & Zip Code

Who owes the debt? Check one.

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim relates to a
community debt

An agreement you made (such as mortgage or secured
car loan)
 Statutory lien (such as tax lien, mechanic's lien)
 Judgment lien from a lawsuit
 Other (including a right to offset) _____

Date debt was incurred _____

Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:

\$415,692.00

If this is the last page of your form, add the dollar value totals from all pages.

\$415,692.00

Write that number here:

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Name, Number, Street, City, State & Zip Code
**David A. Gallo & Associat
99 Powerhouse Road
Roslyn Heights, NY 11577**

On which line in Part 1 did you enter the creditor? 2.1

Last 4 digits of account number _____

SHAPIRO, DICARO & BARAK, LLC
Attorneys for Nationstar Mortgage LLC d/b/a Mr. Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000, Fax: (585) 247-7380
Nicole DiStasio

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

IN RE

CHAPTER 7

**SUSAN DAVY-MEMBRENO AKA SUSAN
DAVY,**

CASE NO. 8-19-74214-ast

DEBTOR.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
)ss:
COUNTY OF MONROE)

I, Molly Miller, being sworn, say, I am not a party to this action; I am over 18 years of age, I reside in Rochester, New York.

On 10/14, 2019 I served the within Notice of Motion, Affirmation in Support, Exhibits and Proposed Order Granting Relief from the Automatic Stay upon:

TO: Debtor
 Susan Davy-Membreno
 89 Delaware Avenue
 Freeport, NY 11520

Co-Debtor
Virginia Davy
89 Delaware Avenue
Freeport, NY 11520

Co-Debtor
Alexander Membreno
89 Delaware Avenue
Freeport, NY 11520

Attorney for Debtor
Robert H. Solomon
24 East Park Ave, Suite 200
POB 58
Long Beach, NY 11561

Trustee
Andrew M. Thaler
Thaler Law Firm PLLC
675 Old Country Road
Westbury, NY 11590

U.S. Trustee
Long Island Federal Courthouse
560 Federal Plaza - Room 560
Central Islip, NY 11722

Toyota Motor Credit Corporation
Becket and Lee LLP, Attorneys/Agent
P.O. Box 3001
Malvern, PA 19355-0701

at the addresses designated by the foregoing individuals for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

Date October 14, 2019



Molly Miller
Bankruptcy Supervisor
Shapiro, DiCaro & Barak, LLC
Attorneys for Nationstar Mortgage LLC
d/b/a Mr. Cooper
175 Mile Crossing Boulevard
Rochester, New York 14624
Telephone: (585) 247-9000
Fax: (585) 247-7380

Sworn to before me this
14 day of October, 2019



Notary Public

KATRINA BELLIS
Notary Public, State of New York
No. 01BL6128572
Qualified in Monroe County
Commission Expires June 20, 2021

19-083817